OFFER SUBMISSION PACKAGE

| SOLICITATION: | SP0600-03-R-0076 | | |
|--|---|------------------------|--|
| PURCHASE PROGRA | AM: | | |
| THE ENCLOSED SOI | LICITATION COVERS TE | IE PERIOD: THROUGH: | 1 OCTOBER 2003 30 SEPTEMBER 2004 |
| To be timely, offers mu | st be received at the Defens | se Energy Support | Center by: <u>JUNE 5, 2003</u> |
| <u>@</u> 1:00 P.M., EASTER | RN STANDARD TIME | | |
| INSTRUCTIONS: | | | |
| 1 0 | Fer Submission Package mu All documents to be complet | | he Defense Energy Support are contained in this Offer |
| XStandaı | rd Form 1449 | | |
| X Schedu | le Sheets | | |
| XApplica | ble Fill-In Clauses | | |
| | | | |
| · · | ur offer prices in Section B to n and Date the Standard Fo | • | egibility prior to submission. |
| 3. If you are submittin contents of this Offer S | g your offer by facsimile, plubmission Package. | lease limit your fa | csimile transmission to the |
| • | is package, you are stating t d and apply to your offer u | | |

ATTACHMENT 1

| OFFEROR TO C | | | | | TEMS | | | CO600 | | | | PAGI | E 1 OF | 21 | | |
|---|---|---------------------------------------|--------------------------|---------------------|----------------------------------|---------------|---|-------------------------|---------------------|-------------|-------------------------------|----------------|------------------------------|---------------------------------------|--|--|
| 2. CONTRACT NUMBER | R 3.AV | WARD/EFFE | CTIVE | 4. ORDE | R NUMBER | | 5 | . SOLICI | | | | 6 8 | 6 SOLICITATION ISSUE DATE | | | |
| | DAI | L | | | | | | SP | °0600- | 03-K- | .0076 | MAY 16, 2003 | | | | |
| 7. FOR SOLICITATION INFORMATION CALL: a. NAME SONJA VARRICCHIONE, DESC-BZA CATHERINE DRAPER, DESC-BZA | | | | | | | | alls) (7 | | -9259 | (no collect | Л | JNE 5, 2 | E DATE 003, 1:00 PM ANDARD TIME | | |
| 9. ISSUED BY | | | CODE | | SC0600 | 10 | . THIS AC | | | | 11. DELIVERY DESTINATION | | | 12. DISCOUNT TERMS | | |
| ATTN DESC BZB R DEFENSE ENERGY | SUPPORT | | | L | | j | (] UNRES] SET AS | SIDE | | | BLOCK IS MA | ARKED EDULE | | | | |
| 8725 JOHN J KING FORT BELVOIR V | | | | | | j |] SMAL] SMAL JSINESS | | | | 13a. THIS COL UNDER DPAS | TED ORDER | | | | |
| SEE DD FORM 170' ADDRESS TO SUB | | | AGE FOR | DIREC | TIONS AND |] |] 8(A) | | | | 13b. RATING | ł | | | | |
| | | | | | | | AICS:3259 | | | | 14. METHOD | | | | | |
| PP: 4.7 | | | | | | SE | ZE STANI | | See Clau L2.05-2 | | []RFQ [|] IFB [| X]RFI |) | | |
| 15. DELIVER TO | SEE SCHEE | MHE | COL | ЭE | | 16 | . ADMIN | ISTERED | BY | | | CODE | | | | |
| | SEE SCHEE | OLL | | L | | | SI | EE BLC | OCK 9 | | | | | | | |
| 17a. CONTRACTOR / OFFEROR | CODE | | FACILITY CODE | | | 18 | a. PAYME | ENT WIL | L BE MA | DE BY | | CODE | į. | HQ0104 | | |
| TELEPHONE NO.: FAX NO.: | | | | | | | OCK FUN | ND DIREC | CTORAT IG AND | Έ | ING SERVICE - NTS DIVISION | COLUN | MBUS CI | ENTER | | |
| | | | O. BOX 18 DLUMBUS | | 218-6250 | | | | | | | | | | | |
| [] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | ELOW IS (| CHECKE | D | | SS SHOWN IN | | 18a. UN | | | |
| 19. ITEM NO. | | SCHEI | 20 OULE OF SUF | | ERVICES | | 21 QUAN | | 22. UNIT | 1 | 23. UNIT PRICE | | AN | 24. MOUNT | | |
| | SEE CLAUSE B17 (SCHEDULE) LIST YOUR PRICES BESIDE ITEM NUMBERS UNDER CLAUS THE OFFER SUBMISSION PACKAGE | | | | | | | | | | | | | | | |
| 25. ACCOUNTING AND | APPROPRIAT | ION DATA | | | | | | | | 26. T | OTAL AWARD | AMOU | NT (For C | Govt. Use Only) | | |
| [X] 27a. SOLICITATION [] 27b. CONTRACT/PU | | | | | | | | | | | | | | | | |
| [] 28. CONTRACTOR IS [] 28. CONTRACTOR IS ISSUING OFFICE. CONT OR OTHERWISE IDENT TERMS AND CONDITIO | S REQUIRED T FRACTOR AGE FIFIED ABOVE | O SIGN THI REES TO FUI AND ON A | S DOCUMEN RNISH AND I | IT AND F DELIVER | RETURN COPI . ALL ITEMS SET F | ES TO ORTH | [] 29. A | AWARD (Y IONS OR | OF CON' OUR OI | TRACT: | REFERENCE | N (BLOC | OF CK 5), IN | FER DATED ICLUDING ANY | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFIC | | | | | | | | | |
| 30b. NAME AND TITLE | DATE SIGNED | 31b. NA | | | | | TYPE OR PRINT | | 31c. D | DATE SIGNED | | | | | | |
| | | | | | | | | | | | LAREN JI | | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED | | | | | | | NUMBER | | 34. V | OUCHEF | RNUMBER | | | OUNT VERIFIED CT FOR | | |
| | | | | | | 36. PAY | | | 1 | | | | 37. CHE | CK NUMBER | | |
| 32b. SIGNATURE OF AU | 32c. DATE | | PLETE [] | | | | OUCHER NUME | BER | 40. PAII | O BY | | | | | | |
| | | | | | | 42a. REO | CEIVED B | Y (Print) | | | | | | | | |
| 41a. I CERTIFY THIS AC | | | | R PAYN | | | | | | | | | | | | |
| 41b. SIGNATURE AND T | TILE OF CERT | IF YING OFF | TCEK | | 41c. DATE | | CEIVED A | · · | | | | | | | | |
| | | 42c. DA | TE REC'D | YY/MN | M/DD) | | TOTAL TAINERS | | | | | | | | | |

AUTHORIZED FOR LOCAL REPRODUCTION

ATTACHMENT 1

STANDARD FORM 1449 Prescribed by GSA FAR (48 CPR) 53.212 OFFER SUBMISSION PACKAGE SP0600-03-R-0076

INDEX OF CLAUSES

| CLAUSE NUMBER | <u>CLAUSE TITLE</u> | PAGE |
|-------------------|--|-------------|
| SECTION B - SUPPL | IES | |
| B17 | SUPPLIES TO BE FURNISHED (LUBES)(DESC MAR 1985) | OSP- 3 |
| SECTION E - INSPE | CTION AND ACCEPTANCE | |
| E33.07 | MANUFACTURING AND FILLING POINTS (LUBES)(DESC FEB 1968) | OSP-5 |
| SECTION F - DEL | IVERIES OR PERFORMANCE | |
| F3.02 | TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES)(DESC JUN 1996) | OSP-6 |
| F29.02 | CONTRACTOR ORDERING AGENTS (LUBES)(DESC APR 1968) | OSP-6 |
| SECTION G - CONT | RACT ADMINISTRATION DATA | |
| G9.06 | ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999) | OSP-7 |
| G9.07 | ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003) | OSP-8 |
| SECTION K - REPRI | ESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR | RESPONDENTS |
| K1.01-10 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/II) (JUL 2002/APR 2002/OCT 2000) | OSP-10 |
| K5 | USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994) | OSP-16 |
| K33.01 | AUTHORIZED NEGOTIATORS (DESC JAN 1998) | OSP-17 |
| K45.01 | FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998) | OSP-18 |
| K86 | FOREIGN TAXES (DESC JUN 1987) | OSP-18 |
| SECTION L - INSTR | UCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS | |
| L2.05-2 | INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK)(DESC SEP 2000) | OSP-19 |

B17 SUPPLIES TO BE FURNISHED (LUBES) (DESC MAR 1985)

The supplies to be furnished hereunder, the minimum individual delivery, the methods of delivery, the points of delivery, the estimated quantities, and the prices therefore are as follows:

Note: Offeror must fill in their offered prices under Section B17 of the Offer Submission Package

PURCHASE REQUEST SC0600-03-0008 AND AMD 001 INHIBITOR, FUEL SYSTEM, ICING, HIGH FLASH (FSII) DIETHYLENE GLYCOL MONOMETHYL ETHER (DIEGME) NSN 6850-01-057-6427 (SIH) MIL-DTL-85470B DATED 15 JUN 1999 TOTAL REQUIREMENT IS 244,000 USG

The following items are being solicited on a fob destination basis only as defined and in accordance with Clause F18 of this solicitation.

| ITEM | DODAAC/ | RECEIPT | ESTIMATED QUANTITY/ | OFFERED |
|------|--|---------|---------------------|-----------------|
| | ACTIVITY | MODE | USG | UNIT PRICE/ USG |
| 5001 | UY7203 DFSP SPEYER, NEUEN RHEINHAFEN, GE OMNITANK GMBH AM NEUEN RHEINHAFEN 12 A SPEYER, GE DELIVERY HOURS: 0800-1600, MON-FRI TELEPHONE: 06232-71091 MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 7,000 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 METERS OF HOSE. | TT | 15,000 | \$ |
| 5002 | FP5621 SPANGDAHLEM AIR BASE, GE BASE FUELS OFFICE BUILDING T-54 SPANGDAHLEM AIR BASE, GE DELIVERY HOURS: 0800-1600, MON-FRI TELEPHONE: 0656-561-6516 MINIMUM DELIVERY: 3,965 GALLONS MAXIMUM DELIVERY: 5,000 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 METERS OF HOSE. | TT | 20,000 | \$ |
| 5003 | FP5612 RAMSTEIN AIR BASE, GE BASE FUELS OFFICE BUILDING 2413 RAMSTEIN AIR BASE, GE DELIVERY HOURS: 0800-1600, MON-THUR 0800-1500, FRI TELEPHONE: 06371-47-2029 MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 10,000 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 METERS OF HOSE. | TT | 100,000 | \$ |

| ITEM | DODAAC/ ACTIVITY | RECEIPT MODE | ESTIMATED QUANTITY/ USG | OFFERED UNIT PRICE/USG |
|------|--|-----------------|----------------------------|---------------------------|
| 5004 | FP4420 RHEIN-MAIN AIR BASE, GE BASE FUELS OFFICE BUILDING 329 RHEIN-MAIN AIR BASE, GE TELEPHONE: 069-699-7403 DELIVERY HOURS: 0800-1600 MON-THUR 0800-1500 FRI MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 10,000 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 METERS OF HOSE. | TT | 70,000 | \$ |
| 5005 | UCBOXB BOXBERG, GE CEPS DEPOT BOXBERG TANKLAGER BOXBERG ORSTEIL BOXBERG D-97944 BOXBERG, GE TELEPHONE: 07930-8832 POC: MR. FEILE, CH/TANK FARM DELIVERY HOURS: 0800-1800, MON-FRI MINIMUM DELIVERY: 3,965 GALLONS MAXIMUM DELIVERY: 5,000 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 METERS OF HOSE. | TT | 15,000 | \$ |
| 5006 | UCROVE ROVEREDO, IT NIPS DEPOT VIA ROIALLA #66 S. QUIRINO PORDENONE, ITALY TELEPHONE: 00390434 949037 DELIVERY HOURS: 0830-1600, MON-FRI MINIMUM DELIVERY: 3,965 GALLONS MAXIMUM DELIVERY: 6,000 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH 10 METERS OF HOSE (STANDARD NATO 4"). PRODUCT WILL BE GRAVITY OFF-LOADED, NO SPECIAL CONNECTIONS REQUIRED. | TT | 24,000 | \$ |

NOTES:

- 1. INSPECTION WILL BE CONDUCTED AT ORIGIN AND ACCEPTANCE AT DESTINATION.
- 2. <u>ORDERING PERIOD</u>: DATE OF AWARD THROUGH 30 SEPTEMBER 2004. <u>DELIVERY PERIOD</u>: 01 OCTOBER 2003 THROUGH 30 OCTOBER 2004.

SECTION E

E33.07 MANUFACTURING AND FILLING POINTS (LUBES) (DESC FEB 1968)

The name and complete addresses of the manufacturing and filling points for each product to be furnished hereunder are as follows:

NAME AND COMPLETE ADDRESS
PRODUCT MANUFACTURING POINT - FILLING POINT

(DESC 52.246-9F50)

SECTION F

F3.02 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES) (DESC JUN 1996)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the tanks into which the load is to be discharged. Free time will commence at the time the discharge hose is connected to fill pipe at the delivery point specified and will end when discharge is completed. For items involving multiple drops, time between drops will not be included in free time. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required. Rate for detention shall be comparable to regulated tariffs governing the local area of receiving activity.

(1) Free time for unloading transport truck or truck and trailer:

| | · |
|--|--|
| (2) Rate for detention beyond the free time: | |
| (b) The above will not be considered in the evaluation of offers for award, except that free | time of less than one hour or detention rate |

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) DETENTION COSTS. Any invoices for detention costs will be forwarded directly to the Contracting Officer. (DESC 52.247-9FA5)

F29.02 CONTRACTOR ORDERING AGENTS (LUBES) (DESC APR 1968)

not comparable to regulated tariffs may render an offer unacceptable/bid nonresponsive.

In the event the name and address of the office to which orders should be forwarded are not furnished below or in writing within two working days from the offer opening date, all orders issued hereunder shall be forwarded to the Contractor's office from which the offer was submitted. The Contractor shall be responsible for seeing that orders are forwarded to any regional or area offices from which product is to be shipped in such time as to accomplish delivery within the permissible delivery lead time set forth under the ORDERS/DELIVERY TIME clause. For this purpose, date of receipt of the order as specified under the ORDERS/DELIVERY TIME clause shall be the date on which the order is received by the office to which it is addressed.

ITEM NUMBER

CONTRACTOR AGENT'S NAME AND ADDRESS

(DESC 52.216-9F90)

SECTION G

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

| | | (| a) | Pa | yee | e N | an | ne | (C | on | tra | cto | or): | : [| | | | | | 1 O | 1O, | <u> </u> Г Е | _ EX(| CE | EL |) 2 | 5 (| L CH. | AR | L A | L CT: | ER | <u> </u> S) | | | | | | L | _ | ļ |
|---|--|---|-----|----|------|-----|-----|-----|-----|-----|-----|-----|------|-----|----|---|------|---|---|---------|-----|-----------------|----------|--------|----|-----|------------|----------|---------|--------|----------|--------|----------------|----|---|---|---|---|---|---|---|
| | | (| (b) | Cl | nec | k R | len | nit | taı | nce | e A | dd | res | ss: | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | Ц | | | | _ | | | | | | | | | <u></u> | | L | _ | | | | | | | | | |
| | | | | L | | | L | | _ | | | L | L | | | | L | L | | | | | | | _ | | | | L | L | L | _ | L | | | | • | | | | |
| | | | | | | | | | | | | | | | | | _ | | | _ | | | | | | | | | <u></u> | | _ | _ | | | | | | | | | |
| | | | | | | | | | | | | | | | | | _ | _ | _ | _ | | | | | | | | | <u></u> | | _ | _ | | | | | | | | | |
| | | (| (c) | Na | ırra | tiv | e I | nf | orı | ma | tio | n (| spo | eci | al | | | | | | CEE | ED | 30 | Cl | НА | .R. | A C | TE | ERS | S P | ER | L | INI | Ε) | | | | | | | |
| | | ļ | | | | | | | L | _ | | | _ | | | L | | _ | | | [| | | | | L | | | | | | | | | | | | | | _ | |
| Ш | | | | _ | | _ | | | L | | _ | _ | _ | | | L | | | | | | | Ш | | | L | L | | | | | | | | | _ | | _ | | | |
| Ш | | | | | | | | | | | L | | | | | L | | | | | | | | | L | L | L | | | | | | | | | | | L | | | |
| Ш | | | | | | | | | L | | | _ | _ | | | L | | | | | | | | | L | L | L | | | _ | | | | | _ | | | | | | |
| ı | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

OSP - 7

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

| | G9.07 | ELECTRONIC TRANSFER OF FUNDS PAYMENTS - | - CORPORATE TRADE EXCHANGE | (DESC FEB 2003) |
|--|-------|---|----------------------------|-----------------|
|--|-------|---|----------------------------|-----------------|

| (a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. | | | | | | |
|---|--|--|--|--|--|--|
| NAME OF RECEIVING BANK: | | | | | | |
| CITY AND STATE OF RECEIVING BANK: | | | | | | |
| AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: | | | | | | |
| ACCOUNT TYPE CODE: (Contractor to designate one) | | | | | | |
| [] CHECKING TYPE 22 | | | | | | |
| [] SAVINGS TYPE 32 | | | | | | |
| RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: | | | | | | |
| RECIPIENT'S NAME: (DO NOT EXCEED 25 CHARACTERS) | | | | | | |
| STREET ADDRESS: | | | | | | |
| CITY AND STATE: (DO NOT EXCEED 25 CHARACTERS) | | | | | | |
| <u>NOTE</u> : Additional information may be entered in <u>EITHER</u> paragraph (b) <u>OR</u> paragraph (c) below. Total space available for information entered in (b) OR (c) is 153 characters. | | | | | | |
| (b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA: | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| (DO NOT EXCEED 153 CHARACTERS) | | | | | | |
| OR | | | | | | |
| (c) THIRD PARTY INFORMATION: Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information <u>must</u> be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name. | | | | | | |
| | | | | | | |
| | | | | | | |

| (DO NOT EXCEED 153 CHARACTERS) | |
|--|---------|
| (d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORM | IATION. |
| NAME: (DO NOT EXCEED 25 CHARACTERS) | |
| TITLE: (DO NOT EXCEED 25 CHARACTERS) | |
| TELEPHONE NUMBER: | |
| SIGNIATUDE: | |

SP0600-03-R-0076

- (e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.
 - (f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.
- (g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

OFFER SUBMISSION PACKAGE

- (1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.
- (2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.
- (3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.
 - (i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

SECTION K

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/II) (JUL 2002/APR 2002/OCT 2000)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
 - (2) Forced or indentured child labor means all work or service—
- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.
 - (3) Service-disabled veteran-owned small business concern—
 - (i) Means a small business concern—
- (A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the base of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- (4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
 - (5) Veteran-owned small business concern means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more veterans.
- (6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
 - (7) Women-owned small business concern means a small business concern-
- (i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.
- (b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

| (3) TAXPAYER IDENTIFICATION NUMBER | k (TIN). |
|------------------------------------|----------|
|------------------------------------|----------|

| | I: |
|-------------------|---|
| [] TIN | I has been applied for. |
| [] TIN | I is not required because: |
| | Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected usiness in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S. |
| | Offeror is an agency or instrumentality of a foreign government; |
| [] | Offeror is an agency or instrumentality of a Federal government; |
| (4) TYPE (| OF ORGANIZATION. |

| [|] Sole proprietorship; |
|---|------------------------|
| ſ | Partnership; |

| [] Corporate entity (not tax-exempt); |
|--|
| [] Corporate entity (tax-exempt); |
| [] Government entity (Federal, State, or local); |
| [] Foreign government; |
| [] International organization per 26 CFR 1.6049-4; |
| [] Other: |
| (5) COMMON PARENT. |
| [] Offeror is not owned or controlled by a common parent. |
| Name and TIN of common parent: |
| Name |
| |
| TIN |
| (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply. (1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it |
| [] is |
| [] is not |
| |
| a small business concern. |
| (2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small busin concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it— |
| [] is [] is not |
| a veteran-owned small business concern. |
| (3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it— |
| [] is |
| s not |
| |
| a service-disabled veteran-owned small business concern. |
| (4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small busine concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it |
| [] is [] is not |
| a small disadvantaged business concern as defined in 13 CFR 124.1002. |
| (5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small busines concern in paragraph (c)(1) of this provision.) The offeror represents that it |
| [] is [] is not |
| a women-owned small business concern. |

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

| | HAN SMALL BUSINESS CONCERN). (Complete only if the |
|--|--|
| offeror is a women-owned business concern and did not represent itself as a sn | nall business concern in paragraph (c)(1) of this provision.) The |
| offeror represents that it - | |
| r. 1.1. | |
| [] is | |
| a women owned business concern. | |
| a women owned business concern. | |
| (7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CO | ONCERNS. If this is an invitation for bid, small business offerors |
| may identify the labor surplus areas in which costs to be incurred on account of ma | |
| amount to more than 50 percent of the contract price. | <i>S</i> 1 (<i>S</i> |
| | |
| (8) SMALL BUSINESS SIZE FOR THE SMALL BUSINES | S COMPETITIVENESS DEMONSTRATION PROGRAM AND |
| FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL B | BUSINESS COMPETITIVENESS DEMONSTRATION |
| PROGRAM. (Complete only if the offeror has represented itself to be a small bus | iness concern under the size standards for this solicitation.) |
| | |
| | dum as being set-aside for emerging small businesses in one of the |
| four designated industry groups (DIGs)). The offeror represents as part of its off | fer that it |
| | |
| [] is | |
| [] is not | |
| an amanaina amall businasa | |
| an emerging small business. | |
| (ii) (Complete only for solicitations indicated in an addon | dum as being for one of the targeted industry categories (TICs) or |
| four designated industry groups (DIGs)). The offeror represents as follows: | dum as being for one of the targeted industry categories (110s) or |
| Tour designated industry groups (DIOS)). The offeror represents as follows. | |
| (A) The offeror's number of employees for the past 12 m | nonths (check the Employees column if size standard stated in the |
| solicitation is expressed in terms of number of employees); or | ionais (eneek the Emproyees column it size standard stated in the |
| | ist 3 fiscal years (check the Average Annual Gross Number of |
| Revenues column if size standard stated in the solicitation is expressed in terms of | · · · · · · · · · · · · · · · · · · · |
| | • |
| (Check one of the following:) | |
| | |
| | AVERAGE ANNUAL GROSS |
| NUMBER of EMPLOYEES | REVENUES |
| | |
| [] 50 or fewer | [] \$1 million or less |
| [] 51 - 100 | [] \$1,000,001 - \$2 million |
| [] 101 - 250 | [] \$2,000,001 - \$3.5 million |
| [] 251 - 500 | [] \$3,500,001 - \$5 million |
| [] 501 - 750 | [] \$5,000,001 - \$10 million |
| [] 751 - 1,000 | [] \$10,000,001 - \$17 million |
| [] Over 1,000 | [] Over \$17 million |
| | |
| (9) (Complete only if the solicitation contains the clause at F | |
| ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, | |
| PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPOR | TING, and the offeror desires a benefit based on its |
| disadvantaged status.) | |
| (i) GENERAL. The offeror represents that either- | |
| (A) It | |
| f 1: | |
| | |
| [] is not | |
| | |

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that

shall check the category in which its ownership falls:

[] Black American

| no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or (B) It |
|--|
| [] has [] has not |
| submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. |
| (ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: |
| (iii) ADDRESS. The offeror represents that its address— |
| [] is [] is not |
| in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet/gov/References/sdbadjustments.htm . The offeror shall use the list in effect on the date of this solicitation. Address, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, address refers to the address of the small disadvantaged business concern that is participating in the joint venture. (10) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that- (i) It |
| [] is [] is not |
| a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and |
| (ii) It |
| [] is [] is not |
| a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: |
| Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation. |
| (11) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) The offeror |

60-

| [] | Hispanic American |
|--------------------------------|--|
| [] | Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians). |
| [] | Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). |
| [] | Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal). |
|] |] Individual/concern, other than one of the preceding. |
| | SENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246. VIOUS CONTRACTS AND COMPLIANCE. The offeror represents that |
| [|] has |
|] |] has not |
| partic | cipated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and |
| (ii) It | |
|] |] has not |
| filed a | all required compliance reports. |
| (2) AFF (i) It | IRMATIVE ACTION COMPLIANCE. The offeror represents that |
|] |] has developed and has on file] has not developed and does not have on file |
| at eac 60-1 and 60-2), or | ch establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts |
| (ii) It | |
| [regulations of the Secretary |] has not previously had contracts subject to the written affirmative action programs requirement of the rules and of Labor. |
| | FICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies |

- only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) TRADE AGREEMENTS CERTIFICATE (DFARS 252.225-7020). (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS, is incorporated by reference in this solicitation.)
- (1) For all line items subject to the TRADE AGREEMENTS ACT clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

| (Insert line item no.) | (1 | Insert country of origin) |
|--|--|--|
| OF PAYMENTS PROGRAM CERTIFICATE (I NORTH AMERICAN FREE TRADE AGREEM by reference in this solicitation.) (1) For all line items subject to the IMPLEMENTATION ACT – BALANCE OF PAYMENTATION (i) Each end product, except (ii) Components of unknown qualifying country. (2) The offeror shall identify all the solution of the shall identify all the solution of the shall identify all the solution of the solution of the shall identify all the solution of the shall identify all the solution of the so | DFARS 252.225-7035). (Applies only if DENT IMPLEMENTATION ACT – BALANCE BUY AMERICAN ACT – NORTH AMEMENTS PROGRAM clause of this solicitation the end products listed in subparagraph (2) the origin are considered to have been mined, put and products that are not domestic end products. | on, the offeror certifies that— below, is a domestic end product; and roduced, or manufactured outside the United States or a ucts. |
| (1) The offeror certifies that tr | ne following supplies are qualifying country | (except Canada) end products: |
| (Insert line item number) | (1 | Insert country of origin) |
| (ii) The offeror certifies that t | he following supplies are NAFTA country e | end products: |
| (Insert line item number) | (1 | Insert country of origin) |
| (iii) The following supplies are qualify as domestic end product: | e other foreign end products including end p | products manufactured in the United States that do not |
| (Insert line item number) | (Insert | t country of origin (if known)) |
| (h) CERTIFICATION REGARDI ORDER 12549). | NG DEBARMENT, SUSPENSION OR I | NELIGIBILITY FOR AWARD (EXECUTIVE |
| The offeror certifies, to the best of | of its knowledge and belief, that | |
| (1) The offeror and/or any of its | principals | |
| [] are [] are not | | |
| presently debarred, suspended, pr (2) [] have or [] have not, | roposed for debarment, or declared ineligible | e for the award of contracts by any Federal agency, and |
| fraud or a criminal offense in connection with obtain | ning, attempting to obtain, or performing a Fig to the submission of offers; or commission | vil judgment rendered against them for: commission of Federal, state or local government contract or subcontract; a of embezzlement, theft, forgery, bribery, falsification or |

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

| OFFER SUBMISSION PACK | AGE | SP0000-03-R-00/6 |
|--|---|---|
| ORDER 13126). [The Contr | racting Officer must list in paragra iring Contractor Certification as t | EDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE aph (i)(1) any end products being acquired under this solicitation that are included o Forced or Indentured Child Labor, unless excluded at 22.1503(b).] |
| | | |
| | (Insert end product) | (Insert country of origin) |
| | (Insert end product) | (Insert country of origin) |
| | | |
| | (Insert end product) | (Insert country of origin) |
| | (Insert end product) | (Insert country of origin) |
| _ | (Insert end product) | (Insert country of origin) |
| | - | Officer has identified end products and countries of origin in paragraph (i)(1) of r (i)(2)(ii) by checking the appropriate block.] |
| | The offeror will not supply an end nding country as listed for that produ | product listed in paragraph (i)(1) of this provision that was mined, produced, or ct. |
| manufactured in the correspondenced or indentured child labor | nding country as listed for that produ | |
| | | (FAR 52.212-3/Alts I/II) |
| (a) DEFINITI | | |
| (1) Electro using a public standard format | 9 , , | s the computer-to-computer exchange of business documents between trading partners |
| (2) Americ | can National Standards Institute (A | ANSI) means the agency that formulates the guidelines for the standards used in EDI |
| transactions. X12 is the ANS transactions electronically. | I subcommittee responsible for the d | evelopment and maintenance of guidelines for use in exchanging standard business |
| (3) Tradin | ng partner means any business custo | |
| (4) Tradin documents. | ng Partner Agreement (TPA) means | s the legal document wherein the trading partners agree to the electronic exchange of |
| (5) Value (b) The Defense | se Energy Support Center (DESC) m | electronic mailbox through which EDI partners exchange business transactions. nay utilize EDI for certain documents in contracts awarded under this solicitation. |
| DESC has implemented a syst Contractor will enter into a TF | _ , , , , | , as applicable, for EDI. When EDI procedures are to be used, DESC and the |
| (c) [] A ch | eck in this block indicates that the C | ontractor has already entered into a TPA with DESC. will forward a TPA to the Contractor for execution: |
| (1) Compa | ny Name: | |
| | | |

(2) Point of Contact for EDI: __

K5 (CONT'D)

| (3) | POC's Telephone | Number: |
|-----------------------|-------------------------------------|--|
| (4) | POC's Address: | |
| | | |
| | | |
| | | |
| (5) | VAN Service Pro | vider(s): |
| (6) | Provide informat | on for the following fields: |
| | ISA07 Co | mpany Qualifier |
| | ISA08 Co | mpany Value |
| | GS03 Co | mpany Value |
| (7) | Please identify: | |
| | Element Separato | r: |
| | Subelement Separ | |
| | Segment Termina | |
| (a) D- | _ | |
| | | PA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions dition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed |
| between the Contracto | or and DESC. As | contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the |
| Contractor and DESC | | |
| * * | nen a TPA is exect The TPA shall id | entify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets |
| | | elines for implementation. |
| | _ | nall be responsible for providing its own computer hardware, computer software, and VAN connections necessar |
| | | y under the framework of the TPA. |
| | | will be unique to each contract and will be incorporated into contracts as agreed to by the parties. |
| | - | PA will invalidate any part of the contract between the Contractor and DESC. Iditions that would otherwise be applicable to a paper document shall apply to the electronic document. (DESC 52.232-9F30) |
| | | |
| K33.01 AUTH | ORIZED NEGO | FIATORS (DESC JAN 1998) |

(DESC 52.215-9F28)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons

authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

NAME OF TAX

| K45.01 | FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998) (a) FACSIMILE INVOICING. (1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times. (2) Offeror shall indicate whether or not he intends to submit invoices via FAX: |
|----------------|--|
| | [] YES [] NO |
| for return. | (3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures. (4) RETURN OF INVOICES BY THE PAYING OFFICE. (i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason |
| | (ii) The offeror's FAX number for returning improper invoices is |
| | (For overseas locations, include the country code) (b) ELECTRONIC INVOICING (EDI) (1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the N OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those |
| affected items | (2) The offeror shall indicate whether it intends to submit electronic invoices via EDI. |
| | [] YES |
| | (3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures. (DESC 52.232-9F20) |
| below, in para | FOREIGN TAXES (DESC JUN 1987) As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list agraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are n the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in below. |
| | (a) Foreign taxes included in the contract price are as follows: |
| | NAME OF TAX AMOUNT |
| | |
| | |
| | |
| | |
| | (b) Foreign taxes invoiced separately are as follows: |

AMOUNT

SECTION L

L2.05-2 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (BULK) (DESC SEP 2000)

(a) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE

STANDARD. The NAICS code for this acquisition is <u>325998MFR/422690DLR</u>. The small business size standard is <u>500</u> employees: However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item that it did not itself manufacture, is 500 employees, including all affiliates.

- (b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt;
 - (3) The name, address, and telephone, and facsimile number of the offeror (and electronic address if available);
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different from mailing address;
 - (8) A completed copy of the representations and certifications in the certification package;
 - (9) Acknowledgment of solicitation amendments;
- (10) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;
- (11) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;
- (12) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (13) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
 - (f) LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.

L2.05-2 (CONT'D)

- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) CONTRACT AWARD (not applicable to Invitations for Bids).

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. While the Government intends to evaluate offers and award a contract after oral or written discussions with offerors, it reserves the right not to conduct discussions, as determined by the Contracting Officer. However, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
 - (5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (6) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (h) MULTIPLE AWARDS. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(i) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION 470 EAST L'ENFANT PLAZA SW, SUITE 8100 WASHINGTON DC 20407 TELEPHONE: (202) 619-8925

FAX: (202) 619-8978

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at http://www.dsp.dla.mil or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DoDSSP) BUILDING 4 SECTION D

L2.05-2 (CONT'D)

maintenance.

700 ROBBINS AVENUE PHILADELPHIA PA 19111-5094 TELEPHONE: (215) 697-2667/2179

FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at http://assist.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or
- (j) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, tailored/DESC 52.212-9F05)